

## MANVILLE TRUST SINGLE USE DATA LICENSE AGREEMENT

*This Form Approved by the Selected Counsel for the Beneficiaries  
and the Legal Representative of Future Claimants February 2010*

This Data License Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) between Claims Resolution Management Corporation (“CRMC”), with its principal place of business at 3110 Fairview Park Drive, Suite 200, P.O. Box 12003, Falls Church, VA 22042-0683, and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Licensee”) (collectively, “the Parties”).

### Preliminary Statement

CRMC processes asbestos personal injury claims on behalf of the Manville Personal Injury Settlement Trust (the “Manville Trust”). To accomplish this, CRMC collects medical information and other personal information regarding Manville Trust claimants, maintaining such information in confidential and proprietary databases. Following Manville Trust policy, CRMC makes some of this sensitive information available on strictly limited terms to aid asbestos compensation trusts and others that share the Manville Trust’s purpose of fair and efficient compensation of people injured by exposure to asbestos.

#### 1. Grant of License

CRMC grants, and Licensee accepts, upon the terms set forth in this Agreement, a nonexclusive, nontransferable license, without the right to sublicense, to use a copy of certain Manville Trust data (the “Manville Trust Data”) within the United States and its territories. The Manville Trust Data consists of:

the Manville Trust e-Extract (the “e-Extract”), an electronic data base that includes a number of fields of information regarding individual asbestos personal injury claims filed with the Manville Trust. The e-Extract, which might change in content and arrangement over time, currently contains information in fields described in the Data Dictionary attached as Schedule A to this Agreement.

Pursuant to this license, Licensee may use the Manville Trust Data solely on behalf of the Client identified in Paragraph 2(a) of this Agreement, and solely for the purposes set forth in Paragraph 2(b). CRMC and the Manville Trust are and will remain the sole and exclusive owners of all rights, title and interest in and to the Manville Trust Data, including all intellectual property rights and proprietary rights therein.

## 2. Sole Permitted Client and Purposes

- a. This Agreement permits Licensee to use the Manville Trust Data solely on behalf of the following client (the "Client"):

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b. This Agreement permits Licensee to use the Manville Trust Data solely for the following purposes on behalf of the Client (the "Sole Permitted Purposes"):

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This license expressly **does not** permit Licensee or the Client to use personally identifiable claimant information derived from the Manville Trust Data to process or resolve personal injury claims, or to provide individual claim evaluation, processing, or resolution services to other individuals or entities. Nothing in this Agreement limits the right of the Parties to enter into multiple data license agreements to permit Licensee to use the Manville Trust Data on behalf of multiple clients.

## 3. Authorized Individuals

Other than as permitted by Paragraph 6 of this Agreement, Licensee will restrict internal access to the Manville Trust Data to the following listed individuals (the "Authorized Individuals"), each of whom has a "need to know" in order for Licensee to accomplish the Sole Permitted Purposes, and each of whom has executed a non-disclosure agreement, the form of which is included in the Data Protection Plan described in Paragraph 4 of this Agreement. The following people are the Authorized Individuals:

- a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

This list of Authorized Individuals may be expanded only with CRMC's express written consent.

## 4. Data Protection Plan

Prior to entry into this Agreement, Licensee has provided CRMC with a copy of a data protection plan (the "Data Protection Plan") which Licensee represents that it has implemented to guard the security and confidentiality of data in its possession or control, and CRMC has had the opportunity to forward the Data Protection Plan to certain Manville Trust constituencies for comment. The Data Protection Plan includes, among other things, the requirement that approved non-disclosure agreements be signed by all Authorized Individuals, as well as by employees of the Client or other individuals related to the Client (collectively "Client Representatives") to whom Licensee will communicate information regarding aggregate Manville Trust claims filing trends. Licensee shall follow the provisions of the Data Protection Plan in handling the Manville Trust Data.

## 5. Confidentiality

Licensee will use its best efforts to maintain the confidentiality of all Manville Trust Data, whether individually claimant identifiable or aggregate. Licensee will in no event publish, disclose, or allow disclosure – orally, in writing, electronically, or through any other means – of any information regarding Manville Trust claims to anyone other than an Authorized Individual or a Client Representative, except as required by a court of competent jurisdiction (and then only with the protections set forth in Paragraph 6 below). Notwithstanding any other limitations on disclosure in this paragraph, Licensee is:

- (a) **Permitted** to reveal to Client Representatives who have signed approved non-disclosure agreements as part of the Data Protection Plan described in Paragraph 4:
  - (i) the results of Licensee's conclusions regarding the Sole Permitted Purposes, which conclusions incorporate information derived from the Manville Trust Data; and
  - (ii) aggregate information regarding Manville Trust claims; and
- (b) **Permitted**, in relation to litigation, to prepare written reports, affidavits, memoranda, or other written documents referencing aggregate analysis of the Manville Trust Data that will or might be submitted to the court or to other parties to the litigation, and that therefore will or might be read by people other than Authorized Individuals, *so long as*:
  - (i) The documents so prepared exclude all personally identifiable information regarding Manville Trust claimants; and
  - (ii) Licensee prepares such documents for the Client only with the Client's agreement that the documents be submitted to any court or to other parties to the litigation only as protected, confidential documents, and that CRMC will have the right to approve the confidentiality agreement or protective order that is entered regarding such documents; but Licensee is,
- (c) **Forbidden** from providing the Manville Trust Data to the Client or from otherwise making the Manville Trust Data available to the Client, and is forbidden from disclosing to the Client any personally identifiable information regarding any Manville Trust claimants.

CRMC shall have the right to such injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent any use or disclosure of any information regarding Manville Trust claims in any manner which has not been authorized by CRMC. It being impractical to determine actual damages for the breach of this Data License Agreement, Licensee agrees to be liable to CRMC and the Manville Trust for liquidated damages in the amount of \$100,000.00 in the event it or a person under its direction or control breaches the terms of this paragraph.

## **6. Production Required By Law**

If Licensee receives a demand (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to produce the Manville Trust Data or otherwise to disclose any information regarding Manville Trust claims where such demand asserts a legal right to such production, Licensee shall notify CRMC in writing of such demand(s) without delay. Licensee shall cooperate with CRMC in seeking an acceptable confidentiality agreement or protective order before making any such production. Such confidentiality agreement or protective order will identify a specific person or specific persons (the "Receiving Persons") at the entity requesting production who will agree to be subject to terms of this Agreement, including the termination provisions of Paragraph 11. CRMC will notify the Receiving Persons of impending termination of this Agreement, upon which termination the Receiving Persons will return or destroy all copies of the Manville Trust Data in their possession and will certify in writing that they have done so. Receiving Persons shall be prohibited from distributing the Manville Trust Data or any part thereof to any person or entity without CRMC's express written approval.

## **7. No Copies**

Except as required for the efficient use of the Manville Trust Data by Licensee, Licensee shall not make copies or permit copies of the Manville Trust Data to be made without the prior written consent of CRMC. Copies of the Manville Trust Data shall be made available only to and used solely by persons named and approved as Authorized Individuals under Paragraph 3 hereof.

## **8. Representations and Warranties**

CRMC represents and warrants that CRMC is authorized to license the Manville Trust Data, and that the Manville Trust Data does not infringe upon, or constitute a misappropriation of, any intellectual property or other proprietary right of any third party.

Except for the representations and warranties set forth in this Paragraph 8, the Manville Trust Data is provided as is, and CRMC makes no warranties or representations whatsoever in relation to the data contained in the Manville Trust Data. Not all information fields in the Manville Trust Data are complete for each claim. Under no circumstances, including but not limited to negligence, shall CRMC or the Manville Trust be liable for any direct, indirect, special, incidental or consequential damages arising out of Licensee's use or inability to use the Manville Trust Data.

## **9. Indemnification**

Licensee agrees to indemnify and hold CRMC and the Manville Trust harmless from any and all liability, costs, fees and expenses (including attorneys' fees) for any cause of action or other claim arising from Licensee's use of the Manville Trust Data, including any action or claim arising from Licensee's improper release of Manville Trust claims information or failure to follow the Data Protection Plan, whether purposeful or inadvertent.

CRMC agrees to indemnify and hold harmless Licensee from any and all liability, costs, fees and expenses (including attorneys' fees) for any cause of action or other claim arising from an alleged breach of the representations and warranties of Paragraph 8 of this Agreement.

**10. Notices**

Any notices Licensee is obligated to make pursuant to this Agreement shall be made in writing and sent by United States mail or by reliable commercial courier service to CRMC at 3110 Fairview Park Drive, Suite 200, P.O. Box 12003, Falls Church, VA 22042-0683, to the attention of Data Licensing, or such other address as CRMC may specify in writing. Payments by Licensee shall be sent by the same method to the same address, payable to Claims Resolution Management Corporation.

Any notices CRMC is obligated to make pursuant to this Agreement shall be made in writing and sent by United States mail or by reliable commercial courier service to

, or such other address as Licensee may specify in writing.

**11. Term of Agreement and Termination**

The term of this Agreement is for **one year** commencing on the Effective Date, unless one of the parties terminates it earlier. CRMC, in its sole discretion, may extend the term of this Agreement upon the Licensee's written request. CRMC, at any time during the term of this Agreement, may terminate the Agreement immediately upon Licensee's violation of any material term of the Agreement, or upon CRMC's termination of its entire data licensing program. Licensee may terminate the Agreement at any time with written notice to the CRMC. Upon the termination of this Agreement for any reason, Licensee will permanently discontinue all use of the Manville Trust Data under this Agreement and will destroy or return to CRMC all copies of the Manville Trust Data or subsets thereof in its possession, custody or control. After termination, upon request, Licensee will provide CRMC with written certification that it has destroyed or returned all copies of the Manville Trust Data and any subsets thereof in its possession, custody or control. The provisions of Paragraphs 3, 5, 6, 7, 8 and 9 above shall survive the term of this Agreement.

**12. Fee**

Licensee will pay to CRMC a Fee of \$1,000.00 to cover its costs of producing the Manville Trust Data.

**13. Consulting and Support Excluded**

This Agreement does not obligate CRMC or the Manville Trust to provide any consulting or support services relating to the Manville Trust Data. If Licensee has any questions regarding the Manville Trust Data, CRMC will determine whether it is appropriate to provide additional clarification or data, and may charge an additional fee for doing so.

**14. Entire Agreement and Amendments**

This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Party to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by each of them or by their duly authorized representatives on the dates hereinafter subscribed.

CLAIMS RESOLUTION MANAGEMENT  
CORPORATION

By: \_\_\_\_\_  
Larry J. Haden, President

Date: \_\_\_\_\_

[LICENSEE]

By: \_\_\_\_\_

Date: \_\_\_\_\_

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